IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION

CONTEMPT PETITION NO. 112 OF 2004
IN
NOTICE OF MOTION NO. 2140 OF 2004
IN
SUIT NO. 2130 OF 2004

INDIAN METAL & FERRO ALLOYA LTD. & ANR. ... PETITIONERS.
VS.
MALETHIL SURESH KUMAR & ORS. ... RESPONDENTS.

MR. FERESTHE SETHNA I/B. DUMNORR SETT FOR THE PETITIONER.
MR. K.R.IYENGAR FOR RESPONDENT NOS. 1 TO 4 AND 6 TO 8.
MR. CHANDRAKANT CHAVAN FOR RESPONDENT NO.11.

Coram : S.K.Shah, J.
Date : February 10, 2006.

P.C.

1. Hard the learned Counsel on both sides.

2. The contempt alleged is of the Order, dated 4th August, 2004. The Order reads as under :-

> "6. There will be ad interim order in terms of prayer clause (c) of the Notice of Motion NO. 2140 of 2004, which reads thus:-
>
> (c) That pending the hearing and final disposal of this Suit, the Honourable Court be pleased to Order and direct Defendant Nos. 1 to 10 and the respondents to make a full and complete disclosure of all and whatsoever their assets and liabilities, including but not limited to bank accounts, movables, immovables, cash jewelry, securities etc., on affidavit, within a time frame to be stipulated by this Honourable Court.

3. The learned Counsel for the Respondents submits hat this notice of motion was withdrawn by the Petitioner and the withdrawal was allowed by Order dated 24.6.2005. However, by that Order, the interim Order made by the Appellate Court in Appeal No. 640 of 2004, dated 26th October, 2004 and ad interim Order made in the notice of motion, granting the reliefs in terms of prayer clause (c) (as above), was continued to operate for a period of four weeks from today i.e. the date of the Order. The learned Counsel for the Respondents further submits that the period of four weeks was extended from time to time and it expired on 17.8.2005 and there is no further continuation of the interim relief granted by the order passed in terms of prayer clause c).

4. The learned Counsel for the Respondents, however, further submits that the interim relief granted in terms of prayer clause(c) in the said notice of motion, no time frame was stipulated by any Court. He also further submits that subsequent thereto, the Petitioner had taken out notice of motion No. 2172 of 2005 in the same Suit, wherein prayer clause (c) was to the same effect as was granted earlier in notice of motion No. 2127 of 2004. He therefore, submits that there is no question of any contempt having been committed as at no point of time the time frame was stipulated by ay Court.

5. The learned Counsel for the Petitioner relying on the decision of the Apex Court in case of PRITHAWI NATH RAM VS. STATE OF JHARKHAND, REPORTED IN (2004) 7 SCC 261 submits that even if subsequently the interim order is vacated or relief in the main proceding is not granted to a party, the other side cannot take that as a ground for disobedience of any interim Order passed of the Court. However, this observation does not apply to the facts of the present case. In the present case, in terms of the prayer clause(c), the Respondent was directed to make full and complete disclosure of whatever assets and liabilities they had, including bank accounts, movables, immovables, cash, jewelry, securities etc., on affidavit, within a time frame, to be stipulated by the Court. Thus for making of disclosure, what was prerequisite condition was that time frame was required to be stipulated by the Court. It is undisputed position that at no point of time, the petitioner got this time frame stipulated by the Court. Therefore, the defence taken by the respondents is valid. He could not make the disclosure as at no point of time the time frame was stipulated by the Court.

6. Under the circumstances, there is no question of contempt of the Order of this Court. I therefore do not find any merit in this contempt petition. The contempt petition is therefore dismissed.

7. Certified copy expedited.

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[S.K.Shah , J.]